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**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

DENISE MARIE CAGE, on behalf of
herself and all others similarly
situated; and RYAN KING, on behalf
of himself and all others similarly
situated,

Plaintiffs,

v.

CACH, LLC, a Colorado Limited
Liability Company, and KIRKLAND
LAW GROUP, PLLC, a Washington
Professional Limited Liability
Company, and R. JEFF WADE, a
Washington Debt Collection Attorney
(WSBA No. 33679), and
JOHNATHAN JACOBSON, a
Washington Debt Collection Attorney
(WSBA No. 40002),

Defendants.

NO.

**CLASS ACTION COMPLAINT
FOR DAMAGES AND
INJUNCTIVE RELIEF FOR
VIOLATIONS OF THE
WASHINGTON CONSUMER
PROTECTION ACT, THE
WASHINGTON COLLECTION
AGENCY ACT AND THE FAIR
DEBT COLLECTION
PRACTICES ACT, *INTER ALIA***

DEMAND FOR JURY TRIAL

1 COME NOW, Plaintiffs, DENISE MARIE CAGE and RYAN KING,
2 individually and as class representatives for Washington State Classes and
3 Subclasses of similarly situated individuals, allege as follows:
4

5 **I. NATURE OF ACTION**

6 1.1 Defendants, practicing attorneys in a law firm, and a large
7 nationwide company, serve Washington State consumers with Summonses that
8 are specifically designed to cause the recipients to not appear or answer
9 Defendants' lawsuits.
10

11 1.2 Defendants' deceptive business practice was designed to facilitate
12 default judgments by depriving consumers of their day in Court.
13

14 1.3 To accomplish this goal, Defendants obstruct the content of the
15 Summons by stapling a bright, "traffic cone" orange collection notice to the face
16 of the Summons.
17

18 1.4 The bright orange collection notices are made of heavy card stock
19 and are stapled to the face of the Summons to conceal the entire caption and
20 introduction area of the Summons.
21

22 1.5 The message in the Summons can only be read by removing the
23 bright orange collection notice.
24
25

1 1.6 What is worse, Defendants' bright orange collection notices directly
2 contradict the language and requirements of the Summons.

3 1.7 While the Summons states that the recipient must appear or answer
4 in writing within 20 days to avoid a default judgment, Defendants' bright orange
5 collection notices state:
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THIS IS NOT A COURT DOCUMENT

You Can Still Settle This Matter and Avoid Going to Court

Call: Legal Analyst 425.336-2573

Email: legalanalyst@kirklandlawgroup.com

CALL TODAY

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR

LED

10/2012

T COURT
JNTY, WASH.

| | | | |
|----------------------------|------------|---|---------|
| vs. | Plaintiff, |) | No. |
| | |) | |
| | |) | |
| RYAN M. and JANE DOE KING, | |) | SUMMONS |
| Defendants. | |) | |

TO THE DEFENDANT: A lawsuit has been started against you in the above entitled court by the plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and file the original of your defense with the Court using the above-stated cause number and serve a copy upon the undersigned person within 20 days after the date of service on you of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what is asked for because you have not responded. If you serve a notice of appearance on the undersigned person you are entitled to notice before a default judgment may be entered.

Any response or notice of appearance, which you serve on any part to this lawsuit, may be filed by you with the court within 20 days after the service of summons, excluding the day of service.

If you wish to seek the advice of a lawyer in this matter, you should do so promptly so that your written response, if any, may be served on time.

This summons is issued pursuant to Rule 4 of the Civil Rules for Courts Limited Jurisdiction.

Dated: September 11, 2012

R. Jeff Wade, WSBA #33679
Attorney for Plaintiff

Kirkland Law Group, PLLC
18000 72nd Avenue S, Suite 200 | Kent, WA 98032
425.336-2573 P | 425.336-2576 F

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**You Can Still Settle This Matter
and Avoid Going to Court**

Call: Legal Analyst 425.336-2573

Email: legalanalyst@kirklandlawgroup.com

CALL TODAY

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR

FILED
SEP 28 2012
DISTRICT COURT
COUNTY, WASH.

3 - 1

vs.

RYAN M. and JANE DOE KING,

Defendants.

SUMMONS

TO THE DEFENDANT: A lawsuit has been started against you in the above entitled court by the plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and file the original of your defense with the Court using the above-stated cause number and serve a copy upon the undersigned person within 20 days after the date of service on you of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what is asked for because you have not responded. If you serve a notice of appearance on the undersigned person you are entitled to notice before a default judgment may be entered.

Any response or notice of appearance, which you serve on any part to this lawsuit, may be filed by you with the court within 20 days after the service of summons, excluding the day of service.

If you wish to seek the advice of a lawyer in this matter, you should do so promptly so that your written response, if any, may be served on time.

This summons is issued pursuant to Rule 4 of the Civil Rules for Courts Limited Jurisdiction.

Dated: September 11, 2012

R. Jeff Wade, WSBA #33679
Attorney for Plaintiff

Kirkland Law Group, PLLC
18000 72nd Avenue S, Suite 200 | Kent, WA 98032
425.336-2573 P | 425.336-2576 F

You Can Still Settle This Matter
And Avoid Going to Court

Call: 866.203-0094

Email: legalanalyst@KLGW.com

CALL NOW!

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR

Filed at King County District Court

JUL 09 2013

SEATTLE, WASHINGTON,
DIVISION

vs.

Denise and John Doe Cage,

Defendants.

)
) No.
) 134 - 12903
)
) SUMMONS
)

TO THE DEFENDANT: A lawsuit has been started against you in the above entitled court by the plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

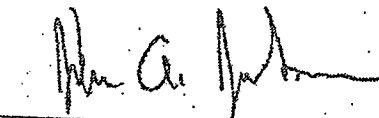
In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and file the original of your defense with the Court using the above-stated cause number and serve a copy upon the undersigned person within 20 days after the date of service on you of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what is asked for because you have not responded. If you serve a notice of appearance on the undersigned person you are entitled to notice before a default judgment may be entered.

Any response or notice of appearance, which you serve on any part to this lawsuit, may be filed by you with the court within 20 days after the service of summons, excluding the day of service.

If you wish to seek the advice of a lawyer in this matter, you should do so promptly so that your written response, if any, may be served on time.

This summons is issued pursuant to Rule 4 of the Civil Rules for Courts Limited Jurisdiction.

Dated: July 3, 2013



John A. Jacobson WSBA #40002
Attorney for Plaintiff

Kirkland Law Group, PLLC
13000 72nd Avenue S, Suite 200 | Kent, WA 98032
425.336-2573 P | 425.336-2576 F

1.8 As a matter of law, the above collection notices are deceptive:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section: [....]

(15) The false representation or implication that documents are not legal process forms or do not require action by the consumer.

15 U.S.C. § 1692e (emphasis added).

1.9 Washington Courts have also taken issue with serving misleading documents along with a Summons and Complaint:

“...well settled is the principle that ambiguous, apparently inconsistent written communications served with a summons and which have the potential for misleading the defendant into not timely responding to the complaint warrant the vacation of a default judgment later taken”.

Wilma v. Harsin, 77 Wn.App. 746, 750 (1995).

1.10 RYAN KING was simultaneously served with two separate summonses and complaints.

1.11 The first summons and complaint has the deceptive orange collection notice stapled to the face of the Summons.

1.12 The first summons and complaint has no case number, is not signed by an attorney, and the date filed stamp is crossed out.

1 1.13 The second summons and complaint also has the deceptive orange
2 collection notice stapled to the face of the Summons.

3 1.14 The second Summons and complaint has a case number, but again it
4 is not signed and the date filed stamp is also crossed out.
5

6 1.15 The third Summons above was received by Plaintiff, DENISE
7 CAGE.
8

9 1.16 The third Summons and complaint also has the deceptive orange
10 collection notice stapled to the face of the Summons.

11 1.17 Upon information and belief, Defendants have served hundreds of
12 Washington consumers with similar deceptive notices.
13

14 1.18 Defendants' bright orange collection notices were purposefully
15 designed to deceive the least sophisticated consumer because these notices:
16

17 A. Deceive consumers into believing that the Summons and
18 Complaint are not legal documents or legal process, via the bright orange
19 collection notices' Bold, Capitalized and Underlined statement: "**THIS IS NOT**
20 **A COURT DOCUMENT;**"
21

22 B. Conceal the caption on the Summons;
23

24 C. Conflict with the language in the Summons that expressly
25 requires a written response within 20 days to avoid a default judgment, by
26

1 stapling the bright orange collection notices to the face of the Summons so that
2 the bright orange collection notice covers the critical 20-day language;

3
4 D. Distract the consumer from the seriousness of formal legal
5 proceedings by making the collection notice 1) bright-colored, 2) a card, and 3)
6 with informal language characteristic of an advertisement, solicitation, or sales
7 pitch;

8
9 E. Contradict the Summons by encouraging consumers to
10 telephone or email rather than filing a written response, thereby convincing
11 consumers that an actual legal response is not necessary and that legal
12 consequences do not await the consumer who fails to formally appear or answer
13 the complaint;

14
15 F. Lure the consumer away from exercising his/her right to
16 defend against Defendants' claims, by encouraging the consumer to "Avoid
17 Going to Court" and to instead call or email the Kirkland Law Group, a
18 sophisticated high-volume debt collection law firm;

19
20 G. Manipulate consumers into the dangerous notion that
21 Defendants will act as the consumers' legal representation and assist consumers
22 with analyzing the consumers' legal needs relative to the lawsuit by using the
23
24
25

1 term: "Legal Analyst" in the email: "legalanalyst@kirklandlawgroup.com" and
 2 by instructing consumers to "CALL TODAY;"

3 H. Deceive consumers into believing that "Legal Analyst[s]",
 4 answer Kirkland Law Group's telephone, when in fact attorneys do not answer
 5 Kirkland's telephone, non-attorney debt collectors answer Kirkland's telephone,
 6 and non-attorney debt collectors working at a debt collection agency are
 7 prohibited by statute from providing consumers with legal advice;
 8

9 I. Provoke consumers to seek to "settle" the lawsuit rather than
 10 file a timely notice of appearance or answer to the complaint by using the bold
 11 lettered phrase: "You Can Still Settle This Matter and Avoid Going to Court."
 12

13 1.19 Contrary to Defendants' deceptive misrepresentations, Defendants
 14 file default judgments against consumers without regard to whether the consumer
 15 calls or emails.
 16

17 1.20 Defendants' usual practice is to file default judgments against every
 18 consumer who does not file an answer or notice of appearance. Point of fact, in
 19 CACH, LLC. v. Johnathan and Jane Doe Larsen, Spokane County District Court
 20 Cause No. 12132019 (May 7, 2012), the consumer hired an attorney who
 21 successfully defended Defendants' debt collection lawsuit, obtained a dismissal
 22 with prejudice and was paid costs and attorneys fees by Defendants for
 23
 24
 25

1 successfully defending Defendants' lawsuit, yet, months later, Defendants filed a
2 motion for default judgment and were actually able to convince the Court that the
3 consumer had never appeared or answered the complaint.
4

5 1.21 Defendants are a default judgment mill that has no intention of
6 "settling" cases for consumers who "call" or "Email."
7

8 1.22 Defendants' only goal in stapling the bright orange collection notice
9 to the face of the Summons is to deceive consumers and facilitate default
10 judgments.
11

12 1.23 Defendants, practicing attorneys at a law firm, crafted the language
13 for this purpose.
14

15 1.24 Defendants, practicing attorneys at a law firm, designed these
16 deceptive features and this deceptive method of serving a materially-altered
17 Summons to mislead consumers into believing that they do not need to answer
18 the complaints or otherwise appear or defend the lawsuits.
19

20 1.25 Defendants, practicing attorneys in a law firm, use this method of
21 serving a deceptive Summons to ensure that more lawsuits result in uncontested
22 default judgments, thereby saving Defendants the costs associated with contested
23 litigation.
24

1 1.26 Defendants, practicing attorneys in a law firm, designed the bright
2 orange collection notices and this method of serving a deceptive Summons, for
3 the purpose of increasing their own profits by denying unsuspecting consumers
4 their day in Court.
5

6 1.27 Defendants' unfair and deceptive business practices are injuring
7 Washington consumers.
8

9 1.28 Plaintiffs bring this lawsuit alleging four separate sub classes: 1) The
10 first class, represented by RYAN KING, alleges that Defendants violated the
11 Washington State Consumer Protection Act by engaging in unfair and deceptive
12 business practices by stapling the first bright orange collection notice to the
13 Summons and complaint; 2) The second class, represented by DENISE CAGE,
14 alleges that Defendants violated the Washington State Consumer Protection Act
15 by engaging in unfair and deceptive business practices by stapling the second
16 bright orange collection notice to the Summons and complaint; 3) The third class,
17 is a Fair Debt Collection Practices Act class, represented by RYAN KING, who
18 received the initial notice referenced above; 4) The fourth class, is a Fair Debt
19 Collection Practices Act class, represented by DENISE CAGE, who received the
20 second notice referenced above.
21
22
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25

1.29 The only method to ensure that Defendants do not continue to injure Washington consumers is for this Court to issue an injunction preventing Defendants from attaching *any* debt collection notices to Summonses or Complaints in the future.

1.30 To redress the damage already inflicted upon Washington consumers by Defendants' deceptive orange collection notice campaign, this Court must vacate any default judgments Defendants obtained through deceptive practices, and disgorge Defendants of all money obtained from consumers who received a default judgment after receiving a Summons or Complaint with Defendants' deceptive orange collection notice stapled thereto.

II. JURISDICTION AND VENUE

2.1 Jurisdiction and Venue in the United States District Court, Western District of Washington, are appropriate where this dispute involves predominantly issues of federal law, and where all acts at issue and described herein occurred in this district, and where the injury to Plaintiff CAGE occurred in this district, and where Plaintiff CAGE is a resident of this district, and where the Defendants conduct substantial business in this district. (28 U.S.C. §1332; 28 U.S.C. §1391(b); and 28 U.S.C. §1331).

2.2 Defendants are liable unto Plaintiffs pursuant to the provisions of the Fair Debt Collection Practice Act, 15 U.S.C. §1692 et. seq., as well as other applicable federal and state laws. Defendants are also liable unto Plaintiffs pursuant to the laws of the State of Washington, which claims may be brought under the Supplemental Jurisdiction of this Court. 28 U.S.C. 1367, et seq.

III. PARTIES

3.1 Plaintiff, DENISE MARIE CAGE resides in King County, Washington.

3.2 Plaintiff, RYAN KING, resides in Clark County, Washington.

3.3 Plaintiffs are “debtor[s]” as defined by the Fair Debt Collection Practices Act (FDCPA), and the Washington Collection Agency Act (WCAA) and “consumer[s]” as defined by the Washington Consumer Protection Act (WCPA), and Plaintiffs acted as “debtor[s]” and a “consumer[s]” at all times relevant to this litigation.

3.4 Defendant, CACH, LLC, (hereinafter “CACH”), is a purchaser of large portfolios of charged off credit card debts.

3.5 CACH regularly attempts to collect third party debts from consumers in Washington State.

1 3.6 CACH is a Colorado Limited Liability Company, headquartered at
2 4340 S. Monaco St., 2nd Floor, Denver, CO 80237 and conducting business under
3 Colorado ID Number 20051120495.
4

5 3.7 CACH is registered to conduct business in the state of
6 Washington, under Unified Business ID (UBI) Number 603094219.
7

8 3.8 CACH is also licensed with the Washington State Department of
9 Licensing as a collection agency.

10 3.9 CACH is a “collection agency” and a “licensee” as defined by the
11 WCAA, a “business” as defined by the WCPA, and a “debt collector” as
12 defined by the FDCPA, and CACH acted as such at all times material to this
13 complaint.
14

15 3.10 CACH maintains an agent for service of process in Washington
16 State, CT CORPORATION SYSTEM, 505 Union Ave. SE, Suite 120, Olympia,
17 WA 98501.
18

19 3.11 Defendant, KIRKLAND LAW GROUP, PLLC (hereinafter
20 “KIRKLAND”), is a Washington Debt Collection law firm, “KIRKLAND LAW
21 GROUP,” which regularly attempts to collect third party debts.
22

23 3.12 KIRKLAND is registered to conduct business in the State of
24 Washington under UBI Number 603225731.
25

1 3.13 KIRKLAND is not licensed with the Washington State Department
2 of Licensing as a collection agency.

3 3.14 KIRKLAND maintains a Website at www.kirklandlawgroup.com,
4 which describes the law group's business activities, under a section entitled
5 "Welcome to Kirkland Law Group" as follows: *"Our firm specializes in*
6 *recovering distressed consumer assets, charged off credit debt, purchased by our*
7 *client from banks and financial institutions."*
8

9 3.15 KIRKLAND'S business activities are further self-described on its
10 website, under a section entitled "What We Do," as follows: *"We recover*
11 *charged-off receivables using two primary methodologies: pre-litigation and*
12 *litigation. Pre-litigation recoveries are made by our employees (Legal*
13 *Assistants), who are non-attorney collectors, working closely with consumers*
14 *under the direction of our Supervising Attorney to voluntarily resolve past due*
15 *credit obligations. This is accomplished through legally compliant and*
16 *respectful communications with consumers."*
17

18 3.16 KIRKLAND is therefore a "collection agency" as defined by the
19 WCCA, a "business" as defined by the WCPA, and a "debt collector" as
20 defined by the FDCPA, and KIRKLAND acted as such at all times material to
21 this complaint.
22

1 3.17 Defendant, R. JEFF WADE is a debt collection attorney working for
2 Defendant, KIRKLAND, and licensed to practice law under Washington State
3 Bar Number 33679.
4

5 3.18 Defendant, R. JEFF WADE is a “collection agency” as defined by
6 the WCCA, a “business” as defined by the WCPA, and a “debt collector” as
7 defined by the FDCPA, and he acted as such at all times material to this
8 complaint.
9

10 3.19 Defendant, JOHN JACOBSON is a debt collection attorney working
11 for Defendant, KIRKLAND, and licensed to practice law under Washington
12 State Bar Number 40002.
13

14 3.20 Defendant, JOHN JACOBSON is a “collection agency” as defined
15 by the WCCA, a “business” as defined by the WCPA, and a “debt collector”
16 as defined by the FDCPA, and he acted as such at all times material to this
17 complaint.
18

19 **IV. FACTUAL ALLEGATIONS RELEVANT TO ALL CLASSES**
20

21 4.1 Plaintiffs re-allege paragraphs 1 through 3, inclusive as though fully
22 set forth herein.
23

24 4.2 Defendants made attempts to collect the debts at the heart of this
25 litigation.
26

1 4.3 Defendants' collection attempts upon those debts form the subject
2 matter of this lawsuit.

3 4.4 Defendant, CACH is a large national junk debt buyer.
4

5 4.5 Junk debt buyers like CACH purchase large batches of charged
6 off consumer credit card accounts for as little as pennies on the dollar.
7

8 4.6 Junk debt buyers like CACH buy these batches of accounts "without
9 recourse," because the buyer and seller in such transactions know the accounts
10 are unenforceable.

11 4.7 Junk debt buyers like CACH typically have no proof of the
12 existence or amount of these accounts other than a computerized list that the junk
13 debt buyers generate and maintain themselves.
14

15 4.8 Defendant, CACH directs the work of debt collection attorneys in
16 jurisdictions across the United States to collect these junk debts.
17

18 4.9 Defendant, KIRKLAND is a debt collection law firm and collection
19 agency hired by CACH to collect the debts at issue in this lawsuit.
20

21 4.10 The two debt collection attorney Defendants are both debt collectors
22 and collection agencies.
23

24 4.11 Defendants are collection agencies and debt collectors.

25 4.12 The debts at the heart of this litigation are consumer debts.

1 4.13 Defendants filed lawsuits against both Plaintiffs in attempt to collect
2 the debts at issue in this litigation.

3 4.14 Defendants served both Plaintiffs with Summonses and Complaints
4 in attempt to collect the debts at issue in this litigation.

5 4.15 Defendants attached bright orange collection notices to the
6 Summonses and Complaints Defendants served upon both Plaintiffs in attempt to
7 collect the debts at issue in this litigation.
8

9 4.16 All three bright orange collection notices were approximately half
10 the size of an 8 ½ x 11 inch piece of paper.
11

12 4.17 All three bright orange pieces of paper were stapled to the
13 Summonses served upon both Plaintiffs.
14

15 4.18 All three bright orange pieces of paper are deceptive.
16

17 V. CLASS ACTION ALLEGATIONS

18 5.1 Plaintiffs re-allege paragraphs 1 through 4, inclusive as though fully
19 set forth herein.
20

21 5.2 Plaintiffs bring the following class action pursuant to Federal Rules
22 of Civil Procedure 23(a) and 23(b)(3) individually and on behalf of all class
23 members who were served with a Summons altered with a bright orange
24 collection notice by Defendants, substantially similar or materially identical to
25

1 those served by Defendants during the four-year period immediately preceding
2 the filing of this action.

3 5.3 The claims asserted in this case satisfy the requirements of Rule
4 23(a) because:

5
6 A. The members of the class are so numerous that joinder of all
7 members is impractical.

8
9 B. There are questions of law and fact common to the Class and
10 these questions predominate over any questions affecting only individual class
11 members.

12
13 C. The only individual issue in the identification of consumers
14 who received the orange-card Summons (i.e. the Class members), a matter
15 capable of ministerial determination from Defendants' records.

16
17 D. The Plaintiffs' claims are typical of the Class Members; all
18 are based on the same facts and legal theories.

19
20 E. Plaintiffs will fairly and adequately represent the Class
21 members' interests.

22
23 F. Plaintiffs have retained counsel experienced in bringing class
24 actions and collection-abuse claims.

1 G. Plaintiffs' interests are consistent with those of the Class
2 members.

3 5.4 A class action is the superior method for the fair and efficient
4 adjudication of this controversy, especially where this case involves hundreds of
5 deceptively obtained judgment in courts throughout the state of Washington.
6

7 5.5 Classwide relief is essential to compel Defendants to comply with
8 the FDCPA.
9

10 5.6 The interest of Class members in individually controlling the
11 prosecution of separate claims against Defendants is small, because the statutory
12 damages in an individual action for violation of the FDCPA are small.
13

14 5.7 Management of these claims is likely to present significantly fewer
15 difficulties than are presented in many class claims because the Summonses at
16 issue are all altered by misleading and deceptive bright orange collection notices
17 and the Class members are the consumers who were served with Defendants'
18 orange-card Summons.
19

20 5.8 Defendants have acted on grounds generally applicable to the Class,
21 thereby making final injunctive relief and corresponding declaratory relief with
22 respect to the Class as a whole appropriate.
23

24 5.9 Moreover, on information and belief, Plaintiffs allege that the
25

1 FDCPA violations complained of herein are substantially likely to continue in the
2 future if an injunction is not entered.

3 5.10 Plaintiffs seek to certify four separate subclasses through this
4 litigation where Defendants used at least two separate deceptive forms, and
5 where the applicable statutes have varying elements and remedies.
6

7 5.11 Plaintiffs each received a different deceptive form and will
8 adequately represent each separate class.
9

10 5.12 Therefore, depending on the outcome of further investigation and
11 discovery, Plaintiffs may, at the time of class certification motion, seek to certify
12 one or more classes or subclasses only as to particular issues pursuant to Fed. R.
13 Civ. P. 23(c)(4).
14

15 //

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RYAN KING CLASSES

VI. FACTUAL ALLEGATIONS RELEVANT TO RYAN KING CLASS

6.1 Plaintiffs re-allege paragraphs 1 through 5, inclusive as though fully set forth herein.

6.2 On September 30, 2012, Plaintiff, RYAN KING was served with two copies of Defendants' Summons and complaint for a debt collection lawsuit that Defendants filed against RYAN KING in Clark County District Court.

6.3 On both of the copies of the Summons and Complaint that Plaintiff was served, a 4¼ x 5½ collection notice, on orange colored cardstock, was stapled to the front which contained the following text in substantially the following format:

THIS IS NOT A COURT DOCUMENT

**You Can Still Settle This Matter
and Avoid Going to Court**

Call: Legal Analyst 425-336-2573

Email: legalanalyst@kirklandlawgroup.com

CALL TODAY

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR

1 6.4 Plaintiff, RYAN KING, was deceived by the bright orange
2 collection notice stapled to the Summons.

3 6.5 Plaintiff brings this action on behalf of himself and all others
4 similarly situated so that Defendants are never permitted to engage in these
5 unfair, deceptive and illegal acts and practices ever again.
6

7 //

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22 //

RYAN KING

CLASS ONE

VII. FIRST CAUSE OF ACTION

(Washington State Collection Agency Act Violation)

(Per Se Washington State Consumer Protection Act Violation)

7.1 Plaintiffs re-allege paragraphs 1 through 6, inclusive as though fully set forth herein.

7.2 Washington's Collection Agency Act ("WCAA") at RCW 19.16.100(2) states that "'Collection agency' means and includes...Any person directly or indirectly engaged in soliciting claims for collection, or collecting or attempting to collect claims owed or due or asserted to be owed or due another person."

7.3 RCW 19.16.100(1) states that a "Person" for purposes of the Collection Agency Act "includes individual, firm, partnership, trust, joint venture, association, or corporation."

7.4 RCW 19.16.100(9) states that a "licensee" for purposes of the Collection Agency Act "means any person licensed under this chapter.

1 7.5 CACH is a Washington-licensed Collection Agency and is therefore
2 a “Collection Agency” and a “licensee” for purposes of the WCAA.

3 7.6 KIRKLAND is a Washington Professional Limited Liability
4 Company which acts as a collection agency because its business is to collect
5 claims owed to third parties, and it advertises that it is a debt collector at its
6 website, www.kirklandlawgroup.com.
7

8 7.7 The two debt collection attorney Defendants are both debt collectors
9 and collection agencies.
10

11 7.8 The alleged debt in this case is a “claim” as defined by RCW
12 19.16.100(5) because it is an “obligation for the payment of money or thing of
13 value arising out of any agreement or contract, express or implied.”
14

15 7.9 Plaintiff and class members are “debtors” as defined by RCW
16 19.16.100(11) because Defendants allege that Plaintiff and class members each
17 owe a “claim.”
18

19 7.10 The WCAA states: “no person shall act, assume to act, or advertise
20 as a collection agency or out-of-state collection agency as defined in this
21 chapter...without having first applied for and obtained a license from the
22 director.” RCW 19.16.110.
23
24

1 7.11 The WCAA requires collection agencies to first be licensed before
2 bringing a lawsuit. RCW 19.16.260.

3 7.12 The WCAA states that it is unprofessional conduct to fail to be
4 licensed in this state or violate any provision of the chapter. RCW 19.16.120.

5 7.13 Furthermore, operating a collection agency without a license is a
6 misdemeanor, punishable by a fine of up to \$500, up to a year's imprisonment,
7 and forfeiture of the collected funds. RCW 19.16.430.

8 7.14 A licensee's aiding and abetting an unlicensed collection agency to
9 engage in business as a collection agency violates RCW 19.16.250(1).

10 7.15 On information and belief, Defendant KIRKLAND is a law firm
11 only in name and functions as a collection agency that happens to have an in-
12 house attorney, John Jacobson, who permits the CACH junk debt lawsuit
13 enterprise to run under his bar number.

14 7.16 KIRKLAND is engaged in the entrepreneurial aspects of law and
15 not the practice of law, and is thus subject to the CPA and must hold a
16 Washington State Collection Agency License, *see, Lang v. Gordon*, No. C10-
17 819RSL, 2011 WL 62141 at *3 (W.D. Wash., Jan. 6, 2011) (“[L]awyers who are
18 acting as debt collectors are engaging in the entrepreneurial aspects of law rather
19 than practicing law...”)

1 7.17 KIRKLAND and the two Defendant attorneys (hereinafter
2 “KIRKLAND” or “KLG”) are therefore in violation of RCW 19.16.110, .120,
3 and .260.
4

5 7.18 On information and belief, Defendant, CACH, is KIRKLAND’s
6 main client and CACH drafts pleadings and directs the work of KIRKLAND’s
7 attorney and staff of non-lawyer collector employees.
8

9 7.19 CACH, therefore, is aiding and abetting an unlicensed collection
10 agency to engage in the business of a collection agency, in violation of RCW
11 19.16.250(1).
12

13 7.20 RCW 19.16.250(5) makes it a prohibited practice for Defendants’
14 debt collection employees to “...perform any act or acts, either directly or
15 indirectly, constituting the practice of law.”
16

17 7.21 Nevertheless, Defendants’ notices use the term “Legal Analyst” and
18 encourage consumers to “**CALL TODAY**” to “**Settle This Matter and Avoid**
19 **Going to Court.**”
20

21 7.22 Defendants’ “Legal Analyst” employees are nothing more than non-
22 lawyer debt collectors with no legal training whatsoever.
23

24 7.23 When consumers telephone Defendants’ debt collection agency,
25 these “Legal Analysts” answer Defendants’ telephone.
26

1 7.24 Defendants' non-lawyer "Legal Analysts" then provide consumers'
2 with "Legal" advice regarding the debt collection lawsuits Defendants' file
3 against consumers.
4

5 7.25 As a result, Defendants file debt collection lawsuits against
6 consumers and then attempt to have non-lawyer debt collectors provide legal
7 advice to the very same consumers Defendants are suing.
8

9 7.26 The above scenario is the exact reason the WCAA states: "No
10 licensee or employee of a licensee shall perform any act or acts, either directly or
11 indirectly, constituting the practice of law." RCW 19.16.250(5).
12

13 7.27 Defendants' acts and practices directly violate the WCAA.

14 7.28 Additionally, RCW 19.16.250(8) makes it a prohibited practice for a
15 collector to "Give or send to any debtor or cause to be given or sent to any
16 debtor, any notice, letter, message, or form which represents or implies that a
17 claim exists unless it shall indicate in clear and legible type" certain specific
18 details about the alleged debt.
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21 7.29 Specifically, RCW 19.16.250(8)(a) requires that the collector
22 include the "the name of the licensee and the city, street, and number at which he
23 is licensed to do business" in its communication to the debtor.
24
25

1 7.30 Furthermore, RCW 19.16.250(8)(c) states that “If the notice, letter,
2 message, or form is the first notice to the debtor or if the licensee is attempting to
3 collect a different amount than indicated in his or its first notice to the debtor, an
4 itemization of the claim asserted must be made....”

5
6 7.31 RCW 19.16.250(8)(c) goes on to state that the itemization of the
7 claim must include, in relevant part: “(i) Amount owing on the original obligation
8 at the time it was received by the licensee for collection or by assignment; (ii)
9 Interest or service charge, collection costs, or late payment charges, if any, added
10 to the original obligation by the original creditor, customer or assignor before it
11 was received by the licensee for collection, if such information is known by the
12 licensee or employee.... (iii) Interest or service charge, if any, added by the
13 licensee or customer or assignor after the obligation was received by the licensee
14 for collection; (iv) Collection costs, if any, that the licensee is attempting to
15 collect; (v) Attorneys' fees, if any, that the licensee is attempting to collect on his
16 or its behalf or on the behalf of a customer or assignor; (vi) Any other charge or
17 fee that the licensee is attempting to collect on his or its own behalf or on the
18 behalf of a customer or assignor.”
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1 7.32 Defendants, CACH and KIRKLAND violated RCW 19.16.250(8)
2 by failing to provide the required notices and other information on the bright
3 orange collection notice stapled to the Summonses at issue in this lawsuit.
4

5 7.33 Washington's Consumer Protection Act ("WCPA") states: "Unfair
6 methods of competition and unfair or deceptive acts or practices in the conduct of
7 any trade or commerce are hereby declared unlawful." RCW 19.86.020.
8

9 7.34 The Collection Agency Act states that violations of RCW 19.16.250
10 and RCW 19.16.110 are *per se* violations of the Washington State Consumer
11 Protection Act. RCW 19.16.440.
12

13 7.35 Defendants' violations caused actual economic damages, among
14 other damages, to Plaintiffs and to the class.
15

16 7.36 Defendants' violations are a direct and proximate cause of Plaintiffs'
17 and Class members' damages.
18

19 7.37 Defendants' actions were intentional, willful, wanton, unfair,
20 unconscionable and outrageous.
21

22 7.38 Defendants' conduct illustrates why an injunction is necessary to
23 protect Plaintiffs and other Washington consumers from similar harm.
24

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1 **RYAN KING**

2 **CLASS ONE**

3
4 **VIII. SECOND CAUSE OF ACTION**

5 (Washington State Consumer Protection Act, *In the Alternative*)

6
7 8.1 Plaintiffs re-allege paragraphs 1 through 7, inclusive as though fully
8 set forth herein.

9
10 8.2 Washington's CPA states: "unfair methods of competition and
11 unfair or deceptive acts or practices in the conduct of any trade or commerce are
12 hereby declared unlawful." RCW 19.86.020.

13
14 8.3 The Washington CPA applies to the actions at issue herein because
15 the Plaintiff is a "consumer" and Defendants are "businesses," the complaint
16 involves conduct which occurred in the course of trade/commerce, the Plaintiff
17 and all others similarly situated were damaged in their property by Defendants'
18 actions, and the complaint involves a matter of public interest which is capable of
19 repetition and affects other consumers in this state.

20
21 8.4 Washington Courts have already decided that Defendants' bright
22 orange collection notice altered Summonses are misleading documents:
23
24
25

1 “...well settled is the principle that ambiguous, apparently
2 inconsistent written communications served with a summons
3 and which have the potential for misleading the defendant
4 into not timely responding to the complaint warrant the
vacation of a default judgment later taken”.

5 Wilma v. Harsin, 77 Wn.App. 746, 750 (1995).

6 8.5 Nevertheless, to determine what constitutes an unfair or deceptive
7 act or practice under Washington’s CPA, Washington courts also look to the
8 various federal statutes dealing with similar matters. Lightfoot v. MacDonald, 86
9 Wn.2d 331, 335, 544 P.2d 88 (1976).

10 8.6 The court in Lightfoot stated:

11 ...we are directed by the statute to look to "the various
12 federal statutes dealing with the same or similar matters"
13 in resolving questions which arise under the state act.
14 Lightfoot at 335.

15 8.7 One such federal statute which Washington courts look to in
16 determining if a particular act is unfair under Washington’s CPA, is the Federal
17 Trade Commission Act, after which Washington’s CPA was modeled, and which
18 states: “Unfair methods of competition in or affecting commerce, and unfair or
19 deceptive acts or practices in or affecting commerce, are hereby declared
20 unlawful.” 15 U.S.C. §45(a)(1).
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1 8.8 In addition to examining federal statutes to determine if a specific
 2 act is unfair and deceptive in violation of our state CPA, Washington Courts also
 3 give great weight to Federal Trade Commission (FTC) interpretations of conduct
 4 that is unfair or deceptive. Testo v. Dunmire Oldsmobile, Inc., 554 P.2d 349
 5 (1976) citing Tradewell Stores, Inc. v. T. B. & M., Inc., 7 Wn. App. 424, 500
 6 P.2d 1290 (1972); (examining cases arising under the Federal Trade Commission
 7 Act), 15 U.S.C. §45; and RCW 19.86.920.

8
 9
 10 8.9 In Testo, the court stated: “The courts of this state are specifically
 11 directed to “be guided by” federal court interpretations of those various federal
 12 statutes after which our Consumer Protection Act is patterned.” Testo at 350.

13
 14 8.10 Based on the above federal and state statutes and case law, this
 15 Court should use the FDCPA standards of unfair and deceptive practices to
 16 determine if Defendants violated Washington’s CPA in the case at hand.

17
 18 8.11 Under the FDCPA, the following are unfair acts and practices: to
 19 misrepresent the character and legal status of a debt, to use false and deceptive
 20 means to collect or attempt to collect a debt, and to use unfair and
 21 unconscionable means to collect or attempt to collect any debt.
 22

23
 24 8.12 More importantly, **“The false representation or implication that**
 25 **documents are not legal process forms or do not require action by the**

1 **consumer, is also a violation of the FDCPA.”** 15 U.S.C. 1692e(15)(emphasis
2 added).

3
4 8.13 In this case, Defendants violated the FDCPA and the WCAA by
5 materially altering a Summons by stapling onto it a bright orange collection
6 notice with deceptive language designed to increase Defendants’ profits by
7 deceiving consumers into not responding to the bright orange collection notice or
8 the Summons, in the course of a junk debt lawsuit enterprise between a large
9 national debt buyer and an unlicensed Washington collection agency with an in-
10 house lawyer.
11

12
13 8.14 Where Defendant’s acts are “unfair” and “deceptive” under the
14 FDCPA and the WCAA, Defendants’ acts are likewise “unfair” and “deceptive”
15 acts or practices under this state’s Consumer Protection Act.
16

17 8.15 Therefore, Defendants committed unfair and deceptive acts or
18 practices in the conduct of trade or commerce and violated the Washington State
19 Consumer Protection Act (WCPA) as codified in RCW 19.86, *et seq.*, where
20 Defendants’ collection acts and practices violated the FDCPA.
21

22 8.16 Plaintiff and all Class members suffered actual economic injury as a
23 result of Defendants’ actions.
24

1 8.17 Defendants' actions are a direct and proximate cause of Plaintiffs'
2 and Class members' injuries.

3 8.18 Defendants' actions were intentional, willful, wanton, unfair,
4
5 unconscionable, and outrageous.

6 8.19 Defendants' actions illustrate why an injunction is necessary to
7
8 protect Plaintiff, Class Members and other consumers and citizens from similar
9 harm.

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RYAN KING

CLASS TWO

IX. FIRST CAUSE OF ACTION

(Fair Debt Collection Practices Act Violations)

9.1 Plaintiffs re-allege paragraphs 1 through 8, inclusive as though fully set forth herein.

9.2 Congress enacted the Fair Debt Collection Practices Act (hereinafter FDCPA) in response to “abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors [which] contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.” 15 U.S.C. § 1692(a); Evon v. Law Offices of Sidney Mickell, 688 F.3d 1015, 1024 (9th Cir. 2012).

9.3 **“The false representation or implication that documents are not legal process forms or do not require action by the consumer”** is a violation of the FDCPA. 15 U.S.C. § 1692e(15)(*emphasis added*).

9.4 The Fair Debt Collection Practices Act is a strict liability statute, and prohibits deceptive or misleading debt collection from the perspective of the least

sophisticated consumer. Swanson v. Southern Oregon Credit Service, Inc., 869 F.2d 1222 (9th Cir. 1988).

9.5 Pursuant to the Fair Debt Collection Practices Act (FDCPA), a “consumer” or “debtor” means “any natural person obligated or allegedly obligated to pay any debt.” 15 U.S.C. §1692a(3).

9.6 The term “debt” means: “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.” 15 U.S.C. §1692a(5).

9.7 The term “debt collector” means: “any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. §1692a(6).

9.8 The FDCPA also applies to attorneys who “regularly” attempt to collect third party debts. See Fox v. Citicorp Credit Servs., Inc., 15 F.3d 1507 (9th Cir. 1994).

1 9.9 An attorney is a “collection attorney” or “debt collector” and
2 “regularly” collects the debts of another if the volume of his collection cases is
3 high, regardless of what percent of his practice the collection cases actual
4 represent. See Garrett v. Derbes, 110 F.3d 317 (5th Cir. 1997) (holding that an
5 attorney who collected against 639 different individuals in a nine-month period
6 satisfied the requirement that he “regularly” collected debts for another although
7 those 639 cases only represented .5% of his practice. He was regularly collecting
8 consumer debts because that volume was great enough to meet the threshold).
9
10

11 9.10 Defendant, CACH is not an original creditor, and CACH regularly
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sues consumers to collect defaulted third party consumer accounts.

9.11 Defendant, KIRKLAND is a law firm of attorneys who regularly file
lawsuits for their debt buyer and collection agency clients.

9.12 Therefore, the FDCPA applies in this case because the Plaintiffs are
“debtor[s],” the debts at the heart of this case are “consumer debt[s],” which
arose from transactions in which the services are primarily for personal, family,
or household purposes, and the Defendants are “debt collectors” who attempted
to collect debts originally owed to a third parties.

1 9.13 The FDCPA states: “A debt collector may not use any false,
2 deceptive, or misleading representation or means in connection with the
3 collection of any debt.” 15 U.S.C. §1692e.
4

5 9.14 “The false representation of the character, amount, or legal status of
6 a debt....” violates 15 U.S.C. §1692e(2).
7

8 9.15 **“The false representation or implication that documents are not**
9 **legal process forms or do not require action by the consumer”** is also a
10 violation of the FDCPA. 15 U.S.C. §1692e(15)(*emphasis added*)
11

12 9.16 In addition, the FDCPA broadly prohibits “the use of *any* false
13 representation or deceptive means to collect or attempt to collect any debt...” 15
14 U.S.C. §1692e(10); See also, Baker v. G.C. Servs. Corp., 677 F.2d 775, 778 (9th
15 Cir. 1982).
16

17 9.17 “A debt collector may not use unfair or unconscionable means to
18 collect or attempt to collect any debt.” 15 U.S.C. §1692f.
19

20 9.18 In this case, Defendants materially altered the Summons by stapling
21 a bright orange collection notice with deceptive language intended to mislead
22 Plaintiffs into underestimating the seriousness of the formal court proceedings.
23
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25

1 9.19 Stapling a bright orange collection notice stating: “This is not a
2 Court Document” and “you can still avoid going to court” is a false and
3 misleading representation in violation of 15 U.S.C. §1692e.
4

5 9.20 The bright orange collection notice language, “you can still avoid
6 going to court,” seriously downplays the seriousness of formal court proceedings
7 commenced by service or filing of the Summons and overshadows the language
8 of the Summons, which falsely represents the legal status and character of the
9 debt in violation of 15 U.S.C. §1692e(2).
10

11 9.21 The bright orange collection notice’s language, “**CALL NOW!**” is
12 designed to prevent consumers and debtors from responding in writing to the
13 Summons as is required by the Civil Rules but is not well-understood by
14 laypersons and the “least sophisticated consumer,” in violation of 15 U.S.C.
15 §1692e and e(2).
16
17

18 9.22 The bright orange collection notice’s language, “**CALL NOW!**” is
19 intended to provoke consumers and debtors into calling and coughing up a lot of
20 personal financial information about themselves which Defendants have no
21 business knowing and which Defendants will use against consumers and debtors,
22 in violation of 15 U.S.C. §1692e(10).
23
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1 9.23 The bright orange collection notice's email address "legalanalyst" at
2 klgnw.com is deceptive, because it lures consumers and debtors into thinking that
3 someone at KLG is there to "help" them "analyze" their situation, in violation of
4 15 U.S.C. §1692e, e(2), e(10), and f.

6 9.24 The invitation to email in response to the bright orange collection
7 notice is like the "**CALL NOW!**" language in that it is designed to prevent
8 consumers and debtors from responding to the lawsuit in a non-electronic writing
9 to the Summons as is required by the Civil Rules but is not well-understood by
10 laypersons and the "least sophisticated consumer," in violation of 15 U.S.C.
11 §1692e and e(2).
12

14 9.25 All in all, the bright orange collection notice is designed to
15 accomplish service of a lawsuit while at the same time distracting, downplaying,
16 overshadowing, deceiving and misleading debtors and consumers into thinking
17 that it is not a lawsuit, which is unfair and unconscionable in violation of 15
18 U.S.C. §1692f.
19

21 9.26 At the very least, the bright orange collection notice is designed to
22 accomplish service of a lawsuit while at the same time distracting, downplaying,
23 overshadowing, deceiving and misleading debtors and consumers into thinking
24 that they can respond to the Summons by calling or emailing, when the process
25

1 of responding to a lawsuit is confusing and challenging enough as it is for the
2 layperson, let alone the least sophisticated consumer, which is unfair and
3 unconscionable in violation of 15 U.S.C. §1692f.
4

5 9.27 Therefore, Defendants: 1) Falsely represented the character and
6 legal status of the debt; 2) Engaged in unfair, deceptive, and unconscionable
7 collection actions; and 3) Used other false, deceptive, and misleading
8 representations and means to collect or attempt to collect the debts at issue in this
9 litigation.
10

11 9.28 Plaintiffs and class members were injured by Defendants' actions.
12

13 9.29 Plaintiffs and class members suffered statutory damages in the
14 amount of up to \$1000 each individual.
15

16 9.30 Defendants' actions are a direct and proximate cause of Plaintiffs'
17 and class members' injuries.
18

19 9.31 Defendants' actions were intentional, unfair, unconscionable and
20 outrageous.
21

22 9.32 Plaintiffs and Class members are also entitled to, and do seek
23 injunctive relief prohibiting Defendants' violations of the FDCPA in the future.
24

25 9.33 Plaintiff and Class members are also entitled to an award of
26 attorneys' fees and costs.

RYAN KING

CLASS TWO

X. SECOND CAUSE OF ACTION

(Per Se Washington State Consumer Protection Act Violation)

10.1 Plaintiffs re-allege paragraphs 1 through 9, inclusive as though fully set forth herein.

10.2 Washington's Collection Agency Act ("WCAA") at RCW 19.16.100(2) states that "'Collection agency' means and includes...Any person directly or indirectly engaged in soliciting claims for collection, or collecting or attempting to collect claims owed or due or asserted to be owed or due another person."

10.3 RCW 19.16.100(1) states that a "Person" for purposes of the Collection Agency Act "includes individual, firm, partnership, trust, joint venture, association, or corporation."

10.4 RCW 19.16.100(9) states that a "licensee" for purposes of the Collection Agency Act "means any person licensed under this chapter.

10.5 CACH is a Washington-licensed Collection Agency and is therefore a "Collection Agency" and a "licensee" for purposes of the WCAA.

1 10.6 KIRKLAND is a Washington Professional Limited Liability
2 Company which acts as a collection agency because its business is to collect
3 claims owed to third parties, and it advertises that it is a debt collector at its
4 website, www.kirklandlawgroup.com.
5

6 10.7 The two debt collection attorney Defendants are both debt collectors
7 and collection agencies.
8

9 10.8 The alleged debt in this case is a “claim” as defined by RCW
10 19.16.100(5) because it is an “obligation for the payment of money or thing of
11 value arising out of any agreement or contract, express or implied.”
12

13 10.9 Plaintiff and class members are “debtors” as defined by RCW
14 19.16.100(11) because Defendants allege that Plaintiff and class members each
15 owe a “claim.”
16

17 10.10 The WCAA states: “no person shall act, assume to act, or advertise
18 as a collection agency or out-of-state collection agency as defined in this
19 chapter...without having first applied for and obtained a license from the
20 director.” RCW 19.16.110.
21

22 10.11 The WCAA requires collection agencies to first be licensed before
23 bringing a lawsuit. RCW 19.16.260.
24

1 10.12 The WCAA states that it is unprofessional conduct to fail to be
2 licensed in this state or violate any provision of the chapter. RCW 19.16.120.

3 10.13 Furthermore, operating a collection agency without a license is a
4 misdemeanor, punishable by a fine of up to \$500, up to a year's imprisonment,
5 and forfeiture of the collected funds. RCW 19.16.430.

6 10.14 A licensee's aiding and abetting an unlicensed collection agency to
7 engage in business as a collection agency violates RCW 19.16.250(1).
8

9 10.15 On information and belief, Defendant KIRKLAND is a law firm
10 only in name and functions as a collection agency that happens to have an in-
11 house attorney, John Jacobson, who permits the CACH junk debt lawsuit
12 enterprise to run under his bar number.
13

14 10.16 KIRKLAND is engaged in the entrepreneurial aspects of law and
15 not the practice of law, and is thus subject to the CPA and must hold a
16 Washington State Collection Agency License, *see*, Lang v. Gordon, No. C10-
17 819RSL, 2011 WL 62141 at *3 (W.D. Wash., Jan. 6, 2011) (“[L]awyers who are
18 acting as debt collectors are engaging in the entrepreneurial aspects of law rather
19 than practicing law...”)
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1 10.17 KIRKLAND and the two Defendant attorneys (hereinafter
2 “KIRKLAND” or “KLG”) are therefore in violation of RCW 19.16.110, .120,
3 and .260.

4
5 10.18 On information and belief, Defendant, CACH, is KIRKLAND’s
6 main client and CACH drafts pleadings and directs the work of KIRKLAND’s
7 attorney and staff of non-lawyer collector employees.

8
9 10.19 CACH, therefore, is aiding and abetting an unlicensed collection
10 agency to engage in the business of a collection agency, in violation of RCW
11 19.16.250(1).

12
13 10.20 RCW 19.16.250(5) makes it a prohibited practice for Defendants’
14 debt collection employees to “...perform any act or acts, either directly or
15 indirectly, constituting the practice of law.”

16
17 10.21 Nevertheless, Defendants’ notices use the term “Legal Analyst” and
18 encourage consumers to “**CALL TODAY**” to “**Settle This Matter and Avoid**
19 **Going to Court.**”

20
21 10.22 Defendants’ “Legal Analyst” employees are nothing more than non-
22 lawyer debt collectors with no legal training whatsoever.

23
24 10.23 When consumers telephone Defendants’ debt collection agency,
25 these “Legal Analysts” answer Defendants’ telephone.

1 10.24 Defendants' non-lawyer "Legal Analysts" then provide consumers'
2 with "Legal" advice regarding the debt collection lawsuits Defendants' file
3 against consumers.
4

5 10.25 As a result, Defendants file debt collection lawsuits against
6 consumers and then attempt to have non-lawyer debt collectors provide legal
7 advice to the very same consumers Defendants are suing.
8

9 10.26 The above scenario is the exact reason the WCAA states: "No
10 licensee or employee of a licensee shall perform any act or acts, either directly or
11 indirectly, constituting the practice of law." RCW 19.16.250(5).
12

13 10.27 Defendants' acts and practices directly violate the WCAA.

14 10.28 RCW 19.16.250(8) makes it a prohibited practice for a collector to
15 "Give or send to any debtor or cause to be given or sent to any debtor, any notice,
16 letter, message, or form which represents or implies that a claim exists unless it
17 shall indicate in clear and legible type" certain specific details about the alleged
18 debt.
19
20

21 10.29 Specifically, RCW 19.16.250(8)(a) requires that the collector
22 include the "the name of the licensee and the city, street, and number at which he
23 is licensed to do business" in its communication to the debtor.
24
25

1 10.30 Furthermore, RCW 19.16.250(8)(c) states that “If the notice, letter,
2 message, or form is the first notice to the debtor or if the licensee is attempting to
3 collect a different amount than indicated in his or its first notice to the debtor, an
4 itemization of the claim asserted must be made....”
5

6 10.31 RCW 19.16.250(8)(c) goes on to state that the itemization of the
7 claim must include, in relevant part: “(i) Amount owing on the original obligation
8 at the time it was received by the licensee for collection or by assignment; (ii)
9 Interest or service charge, collection costs, or late payment charges, if any, added
10 to the original obligation by the original creditor, customer or assignor before it
11 was received by the licensee for collection, if such information is known by the
12 licensee or employee.... (iii) Interest or service charge, if any, added by the
13 licensee or customer or assignor after the obligation was received by the licensee
14 for collection; (iv) Collection costs, if any, that the licensee is attempting to
15 collect; (v) Attorneys' fees, if any, that the licensee is attempting to collect on his
16 or its behalf or on the behalf of a customer or assignor; (vi) Any other charge or
17 fee that the licensee is attempting to collect on his or its own behalf or on the
18 behalf of a customer or assignor.”
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1 10.32 Defendants CACH and KIRKLAND violated RCW 19.16.250(8) by
2 failing to provide the required notices and other information on the bright orange
3 collection notice stapled to the Summonses at issue in this lawsuit.
4

5 10.33 Washington's Consumer Protection Act ("WCPA") states: "Unfair
6 methods of competition and unfair or deceptive acts or practices in the conduct of
7 any trade or commerce are hereby declared unlawful." RCW 19.86.020.
8

9 10.34 The Collection Agency Act states that violations of RCW 19.16.250
10 and RCW 19.16.110 are *per se* violations of the Washington State Consumer
11 Protection Act. RCW 19.16.440.
12

13 10.35 Defendants' violations caused actual economic damages, among
14 other damages, to Plaintiffs and to the class.
15

16 10.36 Defendants' violations are a direct and proximate cause of Plaintiffs'
17 and Class members' damages.
18

19 10.37 Defendants' actions were intentional, willful, wanton, unfair,
20 unconscionable and outrageous.
21

22 10.38 Defendants' conduct illustrates why an injunction is necessary to
23 protect Plaintiffs and other Washington consumers from similar harm.
24

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RYAN KING

CLASS TWO

XI. THIRD CAUSE OF ACTION

(Washington State Consumer Protection Act, *In the Alternative*)

11.1 Plaintiffs re-allege paragraphs 1 through 10, inclusive as though fully set forth herein.

11.2 Washington's CPA states: "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." RCW 19.86.020.

11.3 The Washington CPA applies to the actions at issue herein because the Plaintiff is a "consumer" and Defendants are "businesses," the complaint involves conduct which occurred in the course of trade/commerce, the Plaintiff and all others similarly situated were damaged in their property by Defendants' actions, and the complaint involves a matter of public interest which is capable of repetition and affects other consumers in this state.

11.4 Washington Courts have already decided that Defendants' bright orange collection notice altered Summonses are misleading documents:

1 “...well settled is the principle that ambiguous, apparently
2 inconsistent written communications served with a summons
3 and which have the potential for misleading the defendant
4 into not timely responding to the complaint warrant the
vacation of a default judgment later taken”.

5 Wilma v. Harsin, 77 Wn.App. 746, 750 (1995).

6 11.5 Nevertheless, to determine what constitutes an unfair or deceptive
7 act or practice under Washington’s CPA, Washington courts also look to the
8 various federal statutes dealing with similar matters. Lightfoot v. MacDonald, 86
9 Wn.2d 331, 335, 544 P.2d 88 (1976).

10 11.6 The court in Lightfoot stated:

11 ...we are directed by the statute to look to "the various
12 federal statutes dealing with the same or similar matters"
13 in resolving questions which arise under the state act.
14 Lightfoot at 335.

15 11.7 One such federal statute which Washington courts look to in
16 determining if a particular act is unfair under Washington’s CPA, is the Federal
17 Trade Commission Act, after which Washington’s CPA was modeled, and which
18 states: “Unfair methods of competition in or affecting commerce, and unfair or
19 deceptive acts or practices in or affecting commerce, are hereby declared
20 unlawful.” 15 U.S.C. §45(a)(1).
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1 11.8 In addition to examining federal statutes to determine if a specific
2 act is unfair and deceptive in violation of our state CPA, Washington Courts also
3 give great weight to Federal Trade Commission (FTC) interpretations of conduct
4 that is unfair or deceptive. Testo v. Dunmire Oldsmobile, Inc., 554 P.2d 349
5 (1976) citing Tradewell Stores, Inc. v. T. B. & M., Inc., 7 Wn. App. 424, 500
6 P.2d 1290 (1972); (examining cases arising under the Federal Trade Commission
7 Act), 15 U.S.C. §45; and RCW 19.86.920.
8

9
10 11.9 In Testo, the court stated: “The courts of this state are specifically
11 directed to “be guided by” federal court interpretations of those various federal
12 statutes after which our Consumer Protection Act is patterned.” Testo at 350.
13

14 11.10 Based on the above federal and state statutes and case law, this
15 Court should use the FDCPA standards of unfair and deceptive practices to
16 determine if Defendants violated Washington’s CPA in the case at hand.
17

18 11.11 Under the FDCPA, the following are unfair acts and practices: to
19 misrepresent the character and legal status of a debt, to use false and deceptive
20 means to collect or attempt to collect a debt, and to use unfair and
21 unconscionable means to collect or attempt to collect any debt.
22

23 11.12 More importantly, **“The false representation or implication that**
24 **documents are not legal process forms or do not require action by the**
25

1 **consumer, is also a violation of the FDCPA.”** 15 U.S.C. 1692e(15)(emphasis
2 added).

3
4 11.13 In this case, Defendants violated the FDCPA and the WCAA by
5 materially altering a Summons by stapling onto it a bright orange collection
6 notice with deceptive language designed to increase Defendants’ profits by
7 deceiving consumers into not responding to the bright orange collection notice or
8 the Summons, in the course of a junk debt lawsuit enterprise between a large
9 national debt buyer and an unlicensed Washington collection agency with an in-
10 house lawyer.
11
12

13 11.14 Where Defendant’s acts are “unfair” and “deceptive” under the
14 FDCPA and the WCAA, Defendants’ acts are likewise “unfair” and “deceptive”
15 acts or practices under this state’s Consumer Protection Act.
16

17 11.15 Therefore, Defendants committed unfair and deceptive acts or
18 practices in the conduct of trade or commerce and violated the Washington State
19 Consumer Protection Act (WCPA) as codified in RCW 19.86, *et seq.*, where
20 Defendants’ collection acts and practices violated the FDCPA.
21

22 11.16 Plaintiff and all Class members suffered actual economic injury as a
23 result of Defendants’ actions.
24
25

1 11.17 Defendants' actions are a direct and proximate cause of Plaintiffs'
2 and Class members' injuries.

3 11.18 Defendants' actions were intentional, willful, wanton, unfair,
4
5 unconscionable, and outrageous.

6 11.19 Defendants' actions illustrate why an injunction is necessary to
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8 protect Plaintiff, Class Members and other consumers and citizens from similar
9 harm.

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DENISE MARIE CAGE CLASS

XII. FACTUAL ALLEGATIONS RELEVANT TO DENISE CAGE CLASS

12.1 Plaintiffs re-allege paragraphs 1 through 11, inclusive as though fully set forth herein.

12.2 On or about July 24, 2013, Defendants served Plaintiff, DENISE CAGE, with a King County District Court lawsuit in attempt to collect an old charged off debt that was originally owed to a third party.

12.3 On the Summons and Complaint that Plaintiff was served, a 4¼ x 5½ collection notice, on orange colored cardstock paper, was stapled to the front which contained the following text in substantially the following format:

You Can Still Settle This Matter

And Avoid Going to Court

Call: 866.203-0094

Email: legalanalyst@KLG NW.com

CALL NOW!

THIS IS A COMMUNICION FROM A DEBT COLLECTOR

1 12.4 Plaintiff, DENISE CAGE, was misled by the bright orange
2 collection notice stapled to the Summons.

3 12.5 Plaintiff brings this action on behalf of herself and all others
4 similarly situated so that Defendants are never permitted to engage in these
5 unfair, deceptive and illegal acts and practices ever again.
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DENISE CAGE

CLASS THREE

XIII. FIRST CAUSE OF ACTION

(Washington State Collection Agency Act Violation)

(Per Se Washington State Consumer Protection Act Violation)

13.1 Plaintiffs re-allege paragraphs 1 through 12, inclusive as though fully set forth herein.

13.2 Washington's Collection Agency Act ("WCAA") at RCW 19.16.100(2) states that "'Collection agency' means and includes...Any person directly or indirectly engaged in soliciting claims for collection, or collecting or attempting to collect claims owed or due or asserted to be owed or due another person."

13.3 RCW 19.16.100(1) states that a "Person" for purposes of the Collection Agency Act "includes individual, firm, partnership, trust, joint venture, association, or corporation."

13.4 RCW 19.16.100(9) states that a "licensee" for purposes of the Collection Agency Act "means any person licensed under this chapter.

1 13.5 CACH is a Washington-licensed Collection Agency and is therefore
2 a “Collection Agency” and a “licensee” for purposes of the WCAA.

3 13.6 KIRKLAND is a Washington Professional Limited Liability
4 Company which acts as a collection agency because its business is to collect
5 claims owed to third parties, and it advertises that it is a debt collector at its
6 website, www.kirklandlawgroup.com.
7

8 13.7 The two debt collection attorney Defendants are both debt collectors
9 and collection agencies.
10

11 13.8 The alleged debt in this case is a “claim” as defined by RCW
12 19.16.100(5) because it is an “obligation for the payment of money or thing of
13 value arising out of any agreement or contract, express or implied.”
14

15 13.9 Plaintiff and class members are “debtors” as defined by RCW
16 19.16.100(11) because Defendants allege that Plaintiff and class members each
17 owe a “claim.”
18

19 13.10 The WCAA states: “no person shall act, assume to act, or advertise
20 as a collection agency or out-of-state collection agency as defined in this
21 chapter...without having first applied for and obtained a license from the
22 director.” RCW 19.16.110.
23
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1 13.11 The WCAA requires collection agencies to first be licensed before
2 bringing a lawsuit. RCW 19.16.260.

3 13.12 The WCAA states that it is unprofessional conduct to fail to be
4 licensed in this state or violate any provision of the chapter. RCW 19.16.120.
5

6 13.13 Furthermore, operating a collection agency without a license is a
7 misdemeanor, punishable by a fine of up to \$500, up to a year's imprisonment,
8 and forfeiture of the collected funds. RCW 19.16.430.
9

10 13.14 A licensee's aiding and abetting an unlicensed collection agency to
11 engage in business as a collection agency violates RCW 19.16.250(1).
12

13 13.15 On information and belief, Defendant KIRKLAND is a law firm
14 only in name and functions as a collection agency that happens to have an in-
15 house attorney, John Jacobson, who permits the CACH junk debt lawsuit
16 enterprise to run under his bar number.
17

18 13.16 KIRKLAND is engaged in the entrepreneurial aspects of law and
19 not the practice of law, and is thus subject to the CPA and must hold a
20 Washington State Collection Agency License, *see, Lang v. Gordon*, No. C10-
21 819RSL, 2011 WL 62141 at *3 (W.D. Wash., Jan. 6, 2011) (“[L]awyers who are
22 acting as debt collectors are engaging in the entrepreneurial aspects of law rather
23 than practicing law...”)
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25

1 13.17 KIRKLAND and the two Defendant attorneys (hereinafter
2 “KIRKLAND” or “KLG”) are therefore in violation of RCW 19.16.110, .120,
3 and .260.
4

5 13.18 On information and belief, Defendant, CACH, is KIRKLAND’s
6 main client and CACH drafts pleadings and directs the work of KIRKLAND’s
7 attorney and staff of non-lawyer collector employees.
8

9 13.19 CACH, therefore, is aiding and abetting an unlicensed collection
10 agency to engage in the business of a collection agency, in violation of RCW
11 19.16.250(1).
12

13 13.20 RCW 19.16.250(5) makes it a prohibited practice for Defendants’
14 debt collection employees to “...perform any act or acts, either directly or
15 indirectly, constituting the practice of law.”
16

17 13.21 Nevertheless, Defendants’ notices use the term “Legal Analyst” and
18 encourage consumers to “**CALL TODAY**” to “**Settle This Matter and Avoid**
19 **Going to Court.**”
20

21 13.22 Defendants’ “Legal Analyst” employees are nothing more than non-
22 lawyer debt collectors with no legal training whatsoever.
23

24 13.23 When consumers telephone Defendants’ debt collection agency,
25 these “Legal Analysts” answer Defendants’ telephone.
26

1 13.24 Defendants' non-lawyer "Legal Analysts" then provide consumers'
2 with "Legal" advice regarding the debt collection lawsuits Defendants' file
3 against consumers.
4

5 13.25 As a result, Defendants file debt collection lawsuits against
6 consumers and then attempt to have non-lawyer debt collectors provide legal
7 advice to the very same consumers Defendants are suing.
8

9 13.26 The above scenario is the exact reason the WCAA states: "No
10 licensee or employee of a licensee shall perform any act or acts, either directly or
11 indirectly, constituting the practice of law." RCW 19.16.250(5).
12

13 13.27 Defendants' acts and practices directly violate the WCAA.

14 13.28 RCW 19.16.250(8) makes it a prohibited practice for a collector to
15 "Give or send to any debtor or cause to be given or sent to any debtor, any notice,
16 letter, message, or form which represents or implies that a claim exists unless it
17 shall indicate in clear and legible type" certain specific details about the alleged
18 debt.
19
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21 13.29 Specifically, RCW 19.16.250(8)(a) requires that the collector
22 include the "the name of the licensee and the city, street, and number at which he
23 is licensed to do business" in its communication to the debtor.
24
25

1 13.30 Furthermore, RCW 19.16.250(8)(c) states that “If the notice, letter,
2 message, or form is the first notice to the debtor or if the licensee is attempting to
3 collect a different amount than indicated in his or its first notice to the debtor, an
4 itemization of the claim asserted must be made....”
5

6 13.31 RCW 19.16.250(8)(c) goes on to state that the itemization of the
7 claim must include, in relevant part: “(i) Amount owing on the original obligation
8 at the time it was received by the licensee for collection or by assignment; (ii)
9 Interest or service charge, collection costs, or late payment charges, if any, added
10 to the original obligation by the original creditor, customer or assignor before it
11 was received by the licensee for collection, if such information is known by the
12 licensee or employee.... (iii) Interest or service charge, if any, added by the
13 licensee or customer or assignor after the obligation was received by the licensee
14 for collection; (iv) Collection costs, if any, that the licensee is attempting to
15 collect; (v) Attorneys' fees, if any, that the licensee is attempting to collect on his
16 or its behalf or on the behalf of a customer or assignor; (vi) Any other charge or
17 fee that the licensee is attempting to collect on his or its own behalf or on the
18 behalf of a customer or assignor.”
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1 13.32 Defendants CACH and KIRKLAND violated RCW 19.16.250(8) by
2 failing to provide the required notices and other information on the bright orange
3 collection notice stapled to the Summonses at issue in this lawsuit.
4

5 13.33 Washington's Consumer Protection Act ("WCPA") states: "Unfair
6 methods of competition and unfair or deceptive acts or practices in the conduct of
7 any trade or commerce are hereby declared unlawful." RCW 19.86.020.
8

9 13.34 The Collection Agency Act states that violations of RCW 19.16.250
10 and RCW 19.16.110 are *per se* violations of the Washington State Consumer
11 Protection Act. RCW 19.16.440.
12

13 13.35 Defendants' violations caused actual economic damages, among
14 other damages, to Plaintiffs and to the class.
15

16 13.36 Defendants' violations are a direct and proximate cause of Plaintiffs'
17 and Class members' damages.
18

19 13.37 Defendants' actions were intentional, willful, wanton, unfair,
20 unconscionable and outrageous.
21

22 13.38 Defendants' conduct illustrates why an injunction is necessary to
23 protect Plaintiffs and other Washington consumers from similar harm.
24

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DENISE CAGE

CLASS THREE

VIV. SECOND CAUSE OF ACTION

(Washington State Consumer Protection Act, *In the Alternative*)

14.1 Plaintiffs re-allege paragraphs 1 through 13, inclusive as though fully set forth herein.

14.2 Washington's CPA states: "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." RCW 19.86.020.

14.3 The Washington CPA applies to the actions at issue herein because the Plaintiff is a "consumer" and Defendants are "businesses," the complaint involves conduct which occurred in the course of trade/commerce, the Plaintiff and all others similarly situated were damaged in their property by Defendants' actions, and the complaint involves a matter of public interest which is capable of repetition and affects other consumers in this state.

14.4 Washington Courts have already decided that Defendants' bright orange collection notice altered Summonses are misleading documents:

1 “...well settled is the principle that ambiguous, apparently
2 inconsistent written communications served with a summons
3 and which have the potential for misleading the defendant
4 into not timely responding to the complaint warrant the
vacation of a default judgment later taken”.

5 Wilma v. Harsin, 77 Wn.App. 746, 750 (1995).

6 14.5 Nevertheless, to determine what constitutes an unfair or deceptive
7 act or practice under Washington’s CPA, Washington courts also look to the
8 various federal statutes dealing with similar matters. Lightfoot v. MacDonald, 86
9 Wn.2d 331, 335, 544 P.2d 88 (1976).

10 14.6 The court in Lightfoot stated:

11 ...we are directed by the statute to look to "the various
12 federal statutes dealing with the same or similar matters"
13 in resolving questions which arise under the state act.
14 Lightfoot at 335.

15 14.7 One such federal statute which Washington courts look to in
16 determining if a particular act is unfair under Washington’s CPA, is the Federal
17 Trade Commission Act, after which Washington’s CPA was modeled, and which
18 states: “Unfair methods of competition in or affecting commerce, and unfair or
19 deceptive acts or practices in or affecting commerce, are hereby declared
20 unlawful.” 15 U.S.C. §45(a)(1).
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1 14.8 In addition to examining federal statutes to determine if a specific
 2 act is unfair and deceptive in violation of our state CPA, Washington Courts also
 3 give great weight to Federal Trade Commission (FTC) interpretations of conduct
 4 that is unfair or deceptive. Testo v. Dunmire Oldsmobile, Inc., 554 P.2d 349
 5 (1976) citing Tradewell Stores, Inc. v. T. B. & M., Inc., 7 Wn. App. 424, 500
 6 P.2d 1290 (1972); (examining cases arising under the Federal Trade Commission
 7 Act), 15 U.S.C. §45; and RCW 19.86.920.
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 10 14.9 In Testo, the court stated: “The courts of this state are specifically
 11 directed to “be guided by” federal court interpretations of those various federal
 12 statutes after which our Consumer Protection Act is patterned.” Testo at 350.
 13

14 14.10 Based on the above federal and state statutes and case law, this
 15 Court should use the FDCPA standards of unfair and deceptive practices to
 16 determine if Defendants violated Washington’s CPA in the case at hand.
 17

18 14.11 Under the FDCPA, the following are unfair acts and practices: to
 19 misrepresent the character and legal status of a debt, to use false and deceptive
 20 means to collect or attempt to collect a debt, and to use unfair and
 21 unconscionable means to collect or attempt to collect any debt.
 22

23 14.12 More importantly, **“The false representation or implication that**
 24 **documents are not legal process forms or do not require action by the**
 25

1 **consumer, is also a violation of the FDCPA.”** 15 U.S.C. 1692e(15)(emphasis
2 added).

3
4 14.13 In this case, Defendants violated the FDCPA and the WCAA by
5 materially altering a Summons by stapling onto it a bright orange collection
6 notice with deceptive language designed to increase Defendants’ profits by
7 deceiving consumers into not responding to the bright orange collection notice or
8 the Summons, in the course of a junk debt lawsuit enterprise between a large
9 national debt buyer and an unlicensed Washington collection agency with an in-
10 house lawyer.
11

12
13 14.14 Where Defendant’s acts are “unfair” and “deceptive” under the
14 FDCPA and the WCAA, Defendants’ acts are likewise “unfair” and “deceptive”
15 acts or practices under this state’s Consumer Protection Act.
16

17 14.15 Therefore, Defendants committed unfair and deceptive acts or
18 practices in the conduct of trade or commerce and violated the Washington State
19 Consumer Protection Act (WCPA) as codified in RCW 19.86, *et seq.*, where
20 Defendants’ collection acts and practices violated the FDCPA.
21

22 14.16 Plaintiff and all Class members suffered actual economic injury as a
23 result of Defendants’ actions.
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1 14.17 Defendants' actions are a direct and proximate cause of Plaintiffs'
2 and Class members' injuries.

3 14.18 Defendants' actions were intentional, willful, wanton, unfair,
4
5 unconscionable, and outrageous.

6 14.19 Defendants' actions illustrate why an injunction is necessary to
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8 protect Plaintiff, Class Members and other consumers and citizens from similar
9 harm.

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DENISE CAGE

CLASS FOUR

XV. FIRST CAUSE OF ACTION

(Fair Debt Collection Practices Act Violations)

15.1 Plaintiffs re-allege paragraphs 1 through 14, inclusive as though fully set forth herein.

15.2 Congress enacted the Fair Debt Collection Practices Act (hereinafter FDCPA) in response to “abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors [which] contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.” 15 U.S.C. § 1692(a); Evon v. Law Offices of Sidney Mickell, 688 F.3d 1015, 1024 (9th Cir. 2012).

15.3 **“The false representation or implication that documents are not legal process forms or do not require action by the consumer”** is a violation of the FDCPA. 15 U.S.C. § 1692e(15)(*emphasis added*).

15.4 The Fair Debt Collection Practices Act is a strict liability statute, and prohibits deceptive or misleading debt collection from the perspective of the least

sophisticated consumer. Swanson v. Southern Oregon Credit Service, Inc., 869 F.2d 1222 (9th Cir. 1988).

15.5 Pursuant to the Fair Debt Collection Practices Act (FDCPA), a “consumer” or “debtor” means “any natural person obligated or allegedly obligated to pay any debt.” 15 U.S.C. §1692a(3).

15.6 The term “debt” means: “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.” 15 U.S.C. §1692a(5).

15.7 The term “debt collector” means: “any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. §1692a(6).

15.8 The FDCPA also applies to attorneys who “regularly” attempt to collect third party debts. See Fox v. Citicorp Credit Servs., Inc., 15 F.3d 1507 (9th Cir. 1994).

1 15.9 An attorney is a “collection attorney” or “debt collector” and
2 “regularly” collects the debts of another if the volume of his collection cases is
3 high, regardless of what percent of his practice the collection cases actual
4 represent. See Garrett v. Derbes, 110 F.3d 317 (5th Cir. 1997) (holding that an
5 attorney who collected against 639 different individuals in a nine-month period
6 satisfied the requirement that he “regularly” collected debts for another although
7 those 639 cases only represented .5% of his practice. He was regularly collecting
8 consumer debts because that volume was great enough to meet the threshold).

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11 15.10 Defendant, CACH is not an original creditor, and CACH regularly
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sues consumers to collect defaulted third party consumer accounts.

15.11 Defendant, KIRKLAND is a law firm of attorneys who regularly file
lawsuits for their debt buyer and collection agency clients.

15.12 Therefore, the FDCPA applies in this case because the Plaintiffs are
“debtor[s],” the debts at the heart of this case are “consumer debt[s],” which
arose from transactions in which the services are primarily for personal, family,
or household purposes, and the Defendants are “debt collectors” who attempted
to collect debts originally owed to a third parties.

1 15.13 The FDCPA states: “A debt collector may not use any false,
2 deceptive, or misleading representation or means in connection with the
3 collection of any debt.” 15 U.S.C. §1692e.
4

5 15.14 “The false representation of the character, amount, or legal status of
6 a debt...” violates 15 U.S.C. §1692e(2).
7

8 15.15 **“The false representation or implication that documents are not**
9 **legal process forms or do not require action by the consumer”** is also a
10 violation of the FDCPA. 15 U.S.C. §1692e(15)(*emphasis added*).
11

12 15.16 In addition, the FDCPA broadly prohibits “the use of *any* false
13 representation or deceptive means to collect or attempt to collect any debt...” 15
14 U.S.C. §1692e(10); See also, Baker v. G.C. Servs. Corp., 677 F.2d 775, 778 (9th
15 Cir. 1982).
16

17 15.17 “A debt collector may not use unfair or unconscionable means to
18 collect or attempt to collect any debt.” 15 U.S.C. §1692f.
19

20 15.18 In this case, Defendants materially altered the Summons by stapling
21 an bright orange collection notice with deceptive language intended to mislead
22 Plaintiffs into underestimating the seriousness of the formal court proceedings.
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1 15.19 Stapling a bright orange collection notice stating: “you **can still**
2 **avoid going to court**” is a false and misleading representation in violation of 15
3 U.S.C. §1692e.
4

5 15.20 The bright orange collection notice language, “**you can still avoid**
6 **going to court,**” seriously downplays the seriousness of formal court proceedings
7 commenced by service or filing of the Summons and overshadows the language
8 of the Summons, which falsely represents the legal status and character of the
9 debt in violation of 15 U.S.C. §1692e(2).
10

11 15.21 The bright orange collection notice language, “**CALL NOW!**” is
12 designed to prevent consumers and debtors from responding in writing to the
13 Summons as is required by the Civil Rules but is not well-understood by
14 laypersons and the “least sophisticated consumer,” in violation of 15 U.S.C.
15 §1692e and e(2).
16
17

18 15.22 The bright orange collection notice language, “**CALL NOW!**” is
19 intended to provoke consumers and debtors into calling and coughing up a lot of
20 personal financial information about themselves which Defendants have no
21 business knowing and which Defendants will use against consumers and debtors,
22 in violation of 15 U.S.C. §1692e(10).
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1 15.23 The bright orange collection notice email address “**legalanalyst**” at
2 klgnw.com is deceptive, because it lures consumers and debtors into thinking that
3 someone at KLG is there to “help” them “analyze” their situation, in violation of
4 15 U.S.C. §1692e, e(2), e(10), and f.
5

6 15.24 The bright orange collection notice email address “**legalanalyst**” at
7 klgnw.com is deceptive, because it lures consumers and debtors into thinking that
8 someone at KLG is there to “help” them “analyze” their situation, in violation of
9 15 U.S.C. §1692e, e(2), e(10), and f.
10

11 15.25 The invitation to email in response to the bright orange collection
12 notice is like the “**CALL NOW!**” language in that it is designed to prevent
13 consumers and debtors from responding to the lawsuit in a non-electronic writing
14 to the Summons as is required by the Civil Rules but is not well-understood by
15 laypersons and the “least sophisticated consumer,” in violation of 15 U.S.C.
16 §1692e and e(2).
17

18 15.26 All in all, the bright orange collection notice is designed to
19 accomplish service of a lawsuit while at the same time distracting, downplaying,
20 overshadowing, deceiving and misleading debtors and consumers into thinking
21 that it is not a lawsuit, which is unfair and unconscionable in violation of 15
22 U.S.C. §1692f.
23
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1 15.27 At the very least, the bright orange collection notice is designed to
2 accomplish service of a lawsuit while at the same time distracting, downplaying,
3 overshadowing, deceiving and misleading debtors and consumers into thinking
4 that they can respond to the Summons by calling or emailing, when the process
5 of responding to a lawsuit is confusing and challenging enough as it is for the
6 layperson, let alone the least sophisticated consumer, which is unfair and
7
8 unconscionable in violation of 15 U.S.C. §1692f.
9

10 15.28 Therefore, Defendants: 1) Falsely represented the character and
11 legal status of the debt; 2) Engaged in unfair, deceptive, and unconscionable
12 collection actions; and 3) Used other false, deceptive, and misleading
13 representations and means to collect or attempt to collect the debts at issue in this
14 litigation.
15
16

17 15.29 Plaintiffs and class members were injured by Defendants' actions.

18 15.30 Plaintiffs and class members suffered statutory damages in the
19 amount of up to \$1000 each individual.
20

21 15.31 Defendants' actions are a direct and proximate cause of Plaintiffs'
22 and class members' injuries.
23

24 15.32 Defendants' actions were intentional, unfair, unconscionable and
25 outrageous.
26

1 15.33 Plaintiffs and Class members are also entitled to, and do seek
2 injunctive relief prohibiting Defendants' violations of the FDCPA in the future.

3 15.34 Plaintiff and Class members are also entitled to an award of
4 attorneys' fees and costs.
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DENISE CAGE

CLASS FOUR

XVI. SECOND CAUSE OF ACTION

(Washington State Collection Agency Act Violation)

(Per Se Washington State Consumer Protection Act Violation)

16.1 Plaintiffs re-allege paragraphs 1 through 15, inclusive as though fully set forth herein.

16.2 Washington's Collection Agency Act ("WCAA") at RCW 19.16.100(2) states that "'Collection agency' means and includes...Any person directly or indirectly engaged in soliciting claims for collection, or collecting or attempting to collect claims owed or due or asserted to be owed or due another person."

16.3 RCW 19.16.100(1) states that a "Person" for purposes of the Collection Agency Act "includes individual, firm, partnership, trust, joint venture, association, or corporation."

16.4 RCW 19.16.100(9) states that a "licensee" for purposes of the Collection Agency Act "means any person licensed under this chapter."

1 16.5 CACH is a Washington-licensed Collection Agency and is therefore
2 a “Collection Agency” and a “licensee” for purposes of the WCAA.

3 16.6 KIRKLAND is a Washington Professional Limited Liability
4 Company which acts as a collection agency because its business is to collect
5 claims owed to third parties, and it advertises that it is a debt collector at its
6 website, www.kirklandlawgroup.com.
7

8
9 16.7 The two debt collection attorney Defendants are both debt collectors
10 and collection agencies.

11 16.8 The alleged debt in this case is a “claim” as defined by RCW
12 19.16.100(5) because it is an “obligation for the payment of money or thing of
13 value arising out of any agreement or contract, express or implied.”
14

15 16.9 Plaintiff and class members are “debtors” as defined by RCW
16 19.16.100(11) because Defendants allege that Plaintiff and class members each
17 owe a “claim.”
18

19 16.10 The WCAA states: “no person shall act, assume to act, or advertise
20 as a collection agency or out-of-state collection agency as defined in this
21 chapter...without having first applied for and obtained a license from the
22 director.” RCW 19.16.110.
23
24

1 16.11 The WCAA requires collection agencies to first be licensed before
2 bringing a lawsuit. RCW 19.16.260.

3 16.12 The WCAA states that it is unprofessional conduct to fail to be
4 licensed in this state or violate any provision of the chapter. RCW 19.16.120.

5 16.13 Furthermore, operating a collection agency without a license is a
6 misdemeanor, punishable by a fine of up to \$500, up to a year's imprisonment,
7 and forfeiture of the collected funds. RCW 19.16.430.

8 16.14 A licensee's aiding and abetting an unlicensed collection agency to
9 engage in business as a collection agency violates RCW 19.16.250(1).

10 16.15 On information and belief, Defendant KIRKLAND is a law firm
11 only in name and functions as a collection agency that happens to have an in-
12 house attorney, John Jacobson, who permits the CACH junk debt lawsuit
13 enterprise to run under his bar number.

14 16.16 KIRKLAND is engaged in the entrepreneurial aspects of law and
15 not the practice of law, and is thus subject to the CPA and must hold a
16 Washington State Collection Agency License, *see, Lang v. Gordon*, No. C10-
17 819RSL, 2011 WL 62141 at *3 (W.D. Wash., Jan. 6, 2011) (“[L]awyers who are
18 acting as debt collectors are engaging in the entrepreneurial aspects of law rather
19 than practicing law...”)

1 16.17 KIRKLAND and the two Defendant attorneys (hereinafter
2 “KIRKLAND” or “KLG”) are therefore in violation of RCW 19.16.110, .120,
3 and .260.
4

5 16.18 On information and belief, Defendant, CACH, is KIRKLAND’s
6 main client and CACH drafts pleadings and directs the work of KIRKLAND’s
7 attorney and staff of non-lawyer collector employees.
8

9 16.19 CACH, therefore, is aiding and abetting an unlicensed collection
10 agency to engage in the business of a collection agency, in violation of RCW
11 19.16.250(1).
12

13 16.20 RCW 19.16.250(5) makes it a prohibited practice for Defendants’
14 debt collection employees to “...perform any act or acts, either directly or
15 indirectly, constituting the practice of law.”
16

17 16.21 Nevertheless, Defendants’ notices use the term “Legal Analyst” and
18 encourage consumers to “**CALL TODAY**” to “**Settle This Matter and Avoid**
19 **Going to Court.**”
20

21 16.22 Defendants’ “Legal Analyst” employees are nothing more than non-
22 lawyer debt collectors with no legal training whatsoever.
23

24 16.23 When consumers telephone Defendants’ debt collection agency,
25 these “Legal Analysts” answer Defendants’ telephone.
26

1 16.24 Defendants' non-lawyer "Legal Analysts" then provide consumers'
2 with "Legal" advice regarding the debt collection lawsuits Defendants' file
3 against consumers.
4

5 16.25 As a result, Defendants file debt collection lawsuits against
6 consumers and then attempt to have non-lawyer debt collectors provide legal
7 advice to the very same consumers Defendants are suing.
8

9 16.26 The above scenario is the exact reason the WCAA states: "No
10 licensee or employee of a licensee shall perform any act or acts, either directly or
11 indirectly, constituting the practice of law." RCW 19.16.250(5).
12

13 16.27 Defendants' acts and practices directly violate the WCAA.

14 16.28 RCW 19.16.250(8) makes it a prohibited practice for a collector to
15 "Give or send to any debtor or cause to be given or sent to any debtor, any notice,
16 letter, message, or form which represents or implies that a claim exists unless it
17 shall indicate in clear and legible type" certain specific details about the alleged
18 debt.
19

20
21 16.29 Specifically, RCW 19.16.250(8)(a) requires that the collector
22 include the "the name of the licensee and the city, street, and number at which he
23 is licensed to do business" in its communication to the debtor.
24
25

1 16.30 Furthermore, RCW 19.16.250(8)(c) states that “If the notice, letter,
2 message, or form is the first notice to the debtor or if the licensee is attempting to
3 collect a different amount than indicated in his or its first notice to the debtor, an
4 itemization of the claim asserted must be made....”

6 16.31 RCW 19.16.250(8)(c) goes on to state that the itemization of the
7 claim must include, in relevant part: “(i) Amount owing on the original obligation
8 at the time it was received by the licensee for collection or by assignment; (ii)
9 Interest or service charge, collection costs, or late payment charges, if any, added
10 to the original obligation by the original creditor, customer or assignor before it
11 was received by the licensee for collection, if such information is known by the
12 licensee or employee.... (iii) Interest or service charge, if any, added by the
13 licensee or customer or assignor after the obligation was received by the licensee
14 for collection; (iv) Collection costs, if any, that the licensee is attempting to
15 collect; (v) Attorneys' fees, if any, that the licensee is attempting to collect on his
16 or its behalf or on the behalf of a customer or assignor; (vi) Any other charge or
17 fee that the licensee is attempting to collect on his or its own behalf or on the
18 behalf of a customer or assignor.”
19
20
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1 16.32 Defendants CACH and KIRKLAND violated RCW 19.16.250(8) by
2 failing to provide the required notices and other information on the bright orange
3 collection notice stapled to the Summonses at issue in this lawsuit.
4

5 16.33 Washington's Consumer Protection Act ("WCPA") states: "Unfair
6 methods of competition and unfair or deceptive acts or practices in the conduct of
7 any trade or commerce are hereby declared unlawful." RCW 19.86.020.
8

9 16.34 The Collection Agency Act states that violations of RCW 19.16.250
10 and RCW 19.16.110 are *per se* violations of the Washington State Consumer
11 Protection Act. RCW 19.16.440.
12

13 16.35 Defendants' violations caused actual economic damages, among
14 other damages, to Plaintiffs and to the class.
15

16 16.36 Defendants' violations are a direct and proximate cause of Plaintiffs'
17 and Class members' damages.
18

19 16.37 Defendants' actions were intentional, willful, wanton, unfair,
20 unconscionable and outrageous.
21

22 16.38 Defendants' conduct illustrates why an injunction is necessary to
23 protect Plaintiffs and other Washington consumers from similar harm.
24

25 //

26 //

DENISE CAGE

CLASS FOUR

XVII. THIRD CAUSE OF ACTION

(Washington State Consumer Protection Act, *In the Alternative*)

17.1 Plaintiffs re-allege paragraphs 1 through 16, inclusive as though fully set forth herein.

17.2 Washington's CPA states: "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." RCW 19.86.020.

17.3 The Washington CPA applies to the actions at issue herein because the Plaintiff is a "consumer" and Defendants are "businesses," the complaint involves conduct which occurred in the course of trade/commerce, the Plaintiff and all others similarly situated were damaged in their property by Defendants' actions, and the complaint involves a matter of public interest which is capable of repetition and affects other consumers in this state.

17.4 Washington Courts have already decided that Defendants' bright orange collection notice altered Summonses are misleading documents:

1 “...well settled is the principle that ambiguous, apparently
 2 inconsistent written communications served with a summons
 3 and which have the potential for misleading the defendant
 4 into not timely responding to the complaint warrant the
 vacation of a default judgment later taken”.

5 Wilma v. Harsin, 77 Wn.App. 746, 750 (1995).

6 17.5 Nevertheless, to determine what constitutes an unfair or deceptive
 7 act or practice under Washington’s CPA, Washington courts also look to the
 8 various federal statutes dealing with similar matters. Lightfoot v. MacDonald, 86
 9 Wn.2d 331, 335, 544 P.2d 88 (1976).
 10

11 17.6 The court in Lightfoot stated:
 12

13 ...we are directed by the statute to look to "the various
 14 federal statutes dealing with the same or similar matters"
 15 in resolving questions which arise under the state act.
Lightfoot at 335.

16 17.7 One such federal statute which Washington courts look to in
 17 determining if a particular act is unfair under Washington’s CPA, is the Federal
 18 Trade Commission Act, after which Washington’s CPA was modeled, and which
 19 states: “Unfair methods of competition in or affecting commerce, and unfair or
 20 deceptive acts or practices in or affecting commerce, are hereby declared
 21 unlawful.” 15 U.S.C. §45(a)(1).
 22
 23
 24
 25

1 17.8 In addition to examining federal statutes to determine if a specific
2 act is unfair and deceptive in violation of our state CPA, Washington Courts also
3 give great weight to Federal Trade Commission (FTC) interpretations of conduct
4 that is unfair or deceptive. Testo v. Dunmire Oldsmobile, Inc., 554 P.2d 349
5 (1976) citing Tradewell Stores, Inc. v. T. B. & M., Inc., 7 Wn. App. 424, 500
6 P.2d 1290 (1972); (examining cases arising under the Federal Trade Commission
7 Act), 15 U.S.C. §45; and RCW 19.86.920.
8

9
10 17.9 In Testo, the court stated: “The courts of this state are specifically
11 directed to “be guided by” federal court interpretations of those various federal
12 statutes after which our Consumer Protection Act is patterned.” Testo at 350.
13

14 17.10 Based on the above federal and state statutes and case law, this
15 Court should use the FDCPA standards of unfair and deceptive practices to
16 determine if Defendants violated Washington’s CPA in the case at hand.
17

18 17.11 Under the FDCPA, the following are unfair acts and practices: to
19 misrepresent the character and legal status of a debt, to use false and deceptive
20 means to collect or attempt to collect a debt, and to use unfair and
21 unconscionable means to collect or attempt to collect any debt.
22

23
24 17.12 More importantly, **“The false representation or implication that**
25 **documents are not legal process forms or do not require action by the**

1 **consumer, is also a violation of the FDCPA.”** 15 U.S.C. 1692e(15)(emphasis
2 added).

3
4 17.13 In this case, Defendants violated the FDCPA and the WCAA by
5 materially altering a Summons by stapling onto it a bright orange collection
6 notice with deceptive language designed to increase Defendants’ profits by
7 deceiving consumers into not responding to the bright orange collection notice or
8 the Summons, in the course of a junk debt lawsuit enterprise between a large
9 national debt buyer and an unlicensed Washington collection agency with an in-
10 house lawyer.
11

12
13 17.14 Where Defendant’s acts are “unfair” and “deceptive” under the
14 FDCPA and the WCAA, Defendants’ acts are likewise “unfair” and “deceptive”
15 acts or practices under this state’s Consumer Protection Act.
16

17 17.15 Therefore, Defendants committed unfair and deceptive acts or
18 practices in the conduct of trade or commerce and violated the Washington State
19 Consumer Protection Act (WCPA) as codified in RCW 19.86, *et seq.*, where
20 Defendants’ collection acts and practices violated the FDCPA.
21

22 17.16 Plaintiff and all Class members suffered actual economic injury as a
23 result of Defendants’ actions.
24
25

1 17.17 Defendants' actions are a direct and proximate cause of Plaintiffs'
2 and Class members' injuries.

3 17.18 Defendants' actions were intentional, willful, wanton, unfair,
4
5 unconscionable, and outrageous.

6 17.19 Defendants' actions illustrate why an injunction is necessary to
7
8 protect Plaintiff, Class Members and other consumers and citizens from similar
9 harm.

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XVIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court grant Plaintiffs and all Class members the following relief against all Defendants:

A. As a result of Defendants' violations of 15 U.S.C. §1692 et seq., Plaintiffs seek for themselves and each Class member \$1000.00 in statutory damages for each and every individual who received a Summons with a bright orange collection notice attached;

B. Injunctive relief prohibiting such violations of the FDCPA by Defendants in the future;

C. Injunctive relief in the form of vacating each and every judgment obtained in an "bright orange collection notice summons" lawsuit brought by Defendants;

D. Injunctive relief in the form of forfeiture of all collected funds pursuant to RCW 19.16.430;

E. Injunctive relief preventing the licensee, the customer of the licensee, or any other person who may hereafter legally seek to collect on any of the claims at issue in this litigation, and from ever being allowed to recover any interest, service charge, attorneys' fees, collection costs, delinquency charge, or any other fees or charges otherwise legally chargeable to the debtor(s) on such

claims, pursuant to RCW 19.16.450, RCW 19.86.090, and Scott v. Cingular Wireless, 160 Wn.2d 843, 161 P.3d 1000 (2007); Hockley v. Hargitt, 82 Wash.2d 337, 349-50, 510 P.2d 1123 (1973); Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wash.2d 778, 783-84, 719 P.2d 531 (1986); Lightfoot v. MacDonald, 86 Wash.2d 331, 335-36, 544 P.2d 88 (1976);

F. Treble Plaintiffs' and class members' "actual" damages up to the amount of \$25,000 per individual claimant, pursuant to RCW 19.86 et seq.;

G. An award of attorneys' fees and costs to counsel for Plaintiff and the Class, pursuant to RCW 19.86 and 15 U.S.C. §1692;

H. Interest on the above amounts as authorized by law;

I. An order certifying this action to be a proper class action pursuant to Federal Rule of Civil Procedure 23, establishing an appropriate Class and any Subclasses the Court deems appropriate, finding that Plaintiff is a proper representative of the Class, and appointing the lawyers and law firms representing Plaintiff as counsel for the Class;

J. Leave to amend this Complaint as needed and as required; and

K. Such other relief as the Court deems just and proper.

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XIX. REQUEST FOR TRIAL BY JURY

Plaintiffs hereby request a trial by jury.

Dated this 25th day of September, 2013.

Robert Mitchell

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